



AGENDA

Long Beach City Council Meeting

Regular City Council September 4, 2012 at 7:00 p.m.

Long Beach City Hall - Council Chambers

115 Bolstad Avenue West

7:00 PM CALL TO ORDER; PLEDGE OF ALLEGIANCE; AND ROLL CALL

Call to order	Mayor Andrew, Council Member Linhart, Council Member Maxson,
And roll call	Council Member Perez, Council Member Murry, and Council Member Phillips

CONSENT AGENDA - TAB - A

All matters, which are listed within the consent section of the agenda, have been distributed to each member of the Long Beach City Council for reading and study. Items listed are considered routine by the Council and will be enacted with one motion unless a Council Member specifically requests it to be removed from the Consent Agenda to be considered separately. Staff recommends approval of the following items:

- Minutes, August 20, 2012 Regular City Council meeting.
- Payroll Report for Warrants 52218 – 52262 & 70147- 70226 for \$158,316.62

BUSINESS

- **AB-12-47 – Lodging tax money for Kite Museum ED hiring. – TAB – B**
- **AB-12-48 – Agreement with HLB for Surveying related to drainage system – TAB - C**

ORAL REPORTS

- | | | | | |
|---|--------------|-------|--------------------|------------------|
| • | City Council | Mayor | City Administrator | Department Heads |
|---|--------------|-------|--------------------|------------------|

CORRESPONDENCE AND WRITTEN REPORTS – TAB - D

- **Correspondence – Lodging and Sales Tax**
- **Business License – Corey Olson Construction; Seaside, OR**
- **Business License – Encore Oils, LLC; Seattle, WA**
- **Business License – Captain Beans Espresso, 1308 Pacific Hwy S**
- **Business License – Plugs & Switches, Inc.; Sherwood, OR**
- **Business License – Royal Cab; Astoria, OR**

FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1st and 3rd Monday of each month at 7:00 PM and may be preceded by a workshop commencing at 6:00 PM.

September 17, 2012 – 7:00 pm – City Council Meeting

October 1, 2012 - 7:00 pm – City Council Meeting

PUBLIC COMMENT

At this time, the Mayor will call for any comments from the public on any subject whether or not it is on the agenda for any item(s) the public may wish to bring forward and discuss. Preference will be given to those who must travel. **Please limit your comments to five minutes. The City Council does not take any action or make any decisions during public comment.** To request Council action during the Business portion of a Council meeting, contact the City Administrator at least one week in advance of a meeting.

ADJOURNMENT

American with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, contact the City Clerk at (360) 642-4421.

TAB

A

TAB

A

LONG BEACH CITY COUNCIL MEETING

AUGUST 20, 2012

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Andrew called the meeting to order at 7:00 p.m. and asked for the Pledge of Allegiance.

ROLL CALL

Gene Miles, City Administrator, called roll with C. Linhart, C. Maxson, C. Perez, C. Murry and Mayor Andrew present. C. Phillips was absent.

CONSENT AGENDA

Minutes, August 6, 2012 Regular city Council meeting
Payroll Report for Warrants 52163-52217 & 70061-70146 for \$293,015.90

C. Linhart made the motion to approve the consent agenda with C. Maxson seconding the motion. 4 Ayes 0 Nays 1 Absent (C. Phillips), motion passed.

BUSINESS

AB 12-46 Ordinance 833 Bond for Interim Loan for WTP Case

Gene Miles, City Administrator, explained this bond ordinance is to cover the costs of the law suit with PACE and will only use this money as needed. **C. Murry made the motion to approve the agenda bill with C. Perez seconding the motion. 4 Ayes 0 Nays 1 Absent (C. Phillips), motion passed.**

ORAL REPORTS

C. Linhart, C. Maxson, C. Perez, C. Murry, Mayor Andrew, Gene Miles, City Administrator, David Glasson, Finance Director, Gayle Borchard, Community Development Director and Chief Wright contributed to oral reports.

CORRESPONDENCE AND WRITEN REPORTS

Correspondence – E-mail on Jake Festival
Business License – Manzhura Enterprises, Inc.; Vancouver, WA.
Business License – Appollo Sheet Metal, Inc.; Kennewick, WA.

ADJOURNMENT

**C. Linhart made the motion to adjourn at 7:20 p.m. with C. Maxson seconding the motion. 4 Ayes
0 Nays 1 Absent (C. Phillips), motion passed.**

Mayor

ATTEST:

City Clerk



Warrant Register

Check Periods: 2012 - August - Second

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF LONG BEACH, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Council Member		Council Member		Finance Director	
Number	Name	Print Date	Clearing Date	Amount	
52218	Alves, Sandy L.	8/20/2012	8/21/2012	\$1,315.72	
52219	Binion, Jacob	8/20/2012	8/20/2012	\$1,297.62	
52220	Bledsoe, Linda	8/20/2012	8/22/2012	\$768.44	
52221	Booi, Kristopher A	8/20/2012	8/22/2012	\$982.68	
52222	Borchard, Gayle	8/20/2012	8/21/2012	\$1,761.49	
52223	Busby, Randy Scott	8/20/2012	8/21/2012	\$1,677.22	
52224	Cutting, Jeffrey G.	8/20/2012	8/20/2012	\$1,746.79	
52225	Daulton, Alan T	8/20/2012	8/22/2012	\$559.78	
52226	Dickman, Kenneth E,	8/20/2012	8/22/2012	\$892.33	
52227	Fitzgerald, Rick E.	8/20/2012	8/21/2012	\$1,386.56	
52228	Gilbertson, Bradley K	8/20/2012	8/21/2012	\$1,224.87	
52229	Glasson, David R.	8/20/2012	8/21/2012	\$2,403.94	
52230	Goulter, John R.	8/20/2012	8/21/2012	\$1,511.91	
52231	Gray, Karen	8/20/2012	8/21/2012	\$788.56	
52232	Gray, Rick R.	8/20/2012	8/21/2012	\$1,643.47	
52233	Griggs, James R	8/20/2012	8/20/2012	\$1,236.92	
52234	Huff, Timothy M.	8/20/2012	8/21/2012	\$1,453.86	
52235	Huffman, Leroy H	8/20/2012	8/27/2012	\$753.90	
52236	Isenhardt, Larry R	8/20/2012	8/21/2012	\$1,346.56	
52237	Kirby, Gary E	8/20/2012	8/20/2012	\$707.56	
52238	Kitzman, Michael	8/20/2012	8/20/2012	\$1,835.31	
52239	Payroll Vendor	8/20/2012	8/20/2012	Void	
52240	Martin, Kevin R	8/20/2012	8/21/2012	\$1,638.05	
52241	Meling, Casey K	8/20/2012	8/23/2012	\$1,501.47	
52242	Miles, Eugene S	8/20/2012	8/20/2012	\$2,770.04	
52243	Mortenson, Tim	8/20/2012	8/21/2012	\$1,724.62	
52244	Myers, Ragan S.	8/20/2012	8/20/2012	\$1,329.91	
52245	Ostgaard, Loretta G	8/20/2012	8/20/2012	\$1,353.13	
52246	Padgett, Timothy J	8/20/2012	8/21/2012	\$1,519.87	

Execution Time: 1 minute(s), 21 second(s)

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Register

Number	Name	Print Date	Clearing Date	Amount
52247	Russum, Richard	8/20/2012	8/20/2012	\$1,470.51
52248	Stidham, William G	8/20/2012	8/21/2012	\$1,294.31
52249	Warner, Ralph D.	8/20/2012	8/20/2012	\$1,816.58
52250	Wright, Flint R	8/20/2012	8/21/2012	\$2,242.17
52251	Zuern, Donald D.	8/20/2012	8/21/2012	\$1,921.36
52252	Luethe, Paul J	8/20/2012	8/20/2012	\$1,474.46
52253	AFLAC	8/20/2012	8/20/2012	\$439.82
52254	Association of WA Cities	8/20/2012	8/20/2012	\$12,770.66
52255	City of Long Beach - Fica	8/20/2012	8/22/2012	\$8,938.69
52256	City of Long Beach - FWH	8/20/2012	8/22/2012	\$8,181.39
52257	Dept of Labor & Industries	8/20/2012	8/20/2012	\$1,557.79
52258	Dept of Retirement Systems	8/20/2012	8/20/2012	\$7,569.90
52259	Dept of Retirement Systems Def Comp	8/20/2012	8/24/2012	\$1,178.00
52260	Hartford Life Insurance	8/20/2012	8/27/2012	\$450.00
52261	Teamsters Local #58	8/20/2012	8/23/2012	\$184.50
52262	United Employee Benefit Trust (UEBT)	8/20/2012	8/21/2012	\$5,566.00
70147	Tangly Cottage Garden	8/17/2012	8/21/2012	\$655.85
70148	PERKINS, RAMONA	8/17/2012	8/21/2012	\$300.00
70149	Back Country Wilderness	8/20/2012	8/20/2012	\$700.00
70150	Watkins, Charles	8/20/2012	8/27/2012	\$400.00
70151	Baber, Terry	8/20/2012	8/27/2012	\$50.00
70152	RICHTER, ROBERT	8/20/2012	8/28/2012	\$500.00
70153	Zuern, Donald	8/20/2012	8/28/2012	\$151.00
70154	Gray, Rick	8/20/2012	8/24/2012	\$151.00
70155	Kitzman, Mike	8/20/2012	8/27/2012	\$151.00
70156	DAULTON, ALAN	8/20/2012	8/22/2012	\$151.00
70157	Ostgaard, Loretta	8/21/2012	8/23/2012	\$251.86
70158	Standard Insurance Co.	8/27/2012	8/29/2012	\$1,523.90
70159	Unum Life Insurance	8/27/2012	8/27/2012	\$45.60
70160	Visa	8/27/2012	8/27/2012	\$481.42
70161	TSE, BRIAN P	8/27/2012	8/27/2012	\$596.25
70162	Baber, Terry	8/27/2012	8/27/2012	\$600.00
70163	Back Country Wilderness	8/27/2012	8/27/2012	\$1,050.00
70169	Bolden, Dee	8/29/2012	8/29/2012	\$1,387.00
70170	SEDBERRY, BETTY	8/29/2012	8/29/2012	\$1,387.00
70171	CICCOTTI, CAROLE	8/29/2012	8/29/2012	\$532.00
70172	HARRIS, VALERIE	8/29/2012	8/29/2012	\$532.00
70173	CARR, RICHARD	8/29/2012	8/29/2012	\$171.00
70174	Parker, Carolyne	8/29/2012	8/29/2012	\$1,387.00
70175	Lopez, Daniel	8/30/2012	8/30/2012	\$35.93
70176	Williams, David	8/30/2012	8/30/2012	\$131.74
70177	Bardonski, Cory	8/30/2012	8/30/2012	\$11.98
70178	Bonney, Matt	8/30/2012	8/30/2012	\$11.98
70179	Aiken, James	8/30/2012	8/30/2012	\$59.88
70180	Yasunaka, Derek	8/30/2012	8/30/2012	\$23.95
70181	Pitmon, Dave	8/30/2012	8/30/2012	\$11.98

Number	Name	Print Date	Clearing Date	Amount
70182	Oman, Steve	8/30/2012		\$59.88
70183	Jewell, Kyle	8/30/2012		\$59.88
70184	McDonnell, Travis	8/30/2012		\$59.88
70185	Nagy, Brandon	8/30/2012		\$11.98
70186	Phillips, Johnny	8/30/2012		\$11.98
70187	NELSON, HEATHER	8/30/2012		\$23.95
70188	Postmaster	8/30/2012		\$311.40
70189	A-1 Redi Mix	8/30/2012		\$385.92
70190	Active Enterprises, Inc.	8/30/2012		\$9.49
70191	AlSCO-American Linen Div.	8/30/2012		\$205.46
70192	American Century Trophy	8/30/2012		\$21.56
70193	Arts Auto Parts Inc.	8/30/2012		\$232.16
70194	Astoria Ford	8/30/2012		\$205.02
70195	Astoria Janitor & Paper Supply	8/30/2012		\$2,317.40
70196	At&t Mobility	8/30/2012		\$159.05
70197	Backflow Management Inc	8/30/2012		\$1,500.00
70198	Cascade Columbia Distribution CO	8/30/2012		\$2,110.04
70199	Chinook Observer	8/30/2012		\$458.20
70200	Cummins Northwest, Inc.	8/30/2012		\$1,500.00
70201	Evergreen Septic Service	8/30/2012		\$252.00
70202	Ferguson Enterprises, Inc #3001	8/30/2012		\$597.47
70203	Ford Electric	8/30/2012		\$444.32
70204	Fosse Farms	8/30/2012		\$96.00
70205	GLOBAL SWEEPING SOLUTIONS	8/30/2012		\$282.02
70206	GRAINGER	8/30/2012		\$229.18
70207	Hach Company	8/30/2012		\$1,355.56
70208	HENRY, SARAH	8/30/2012		\$400.00
70209	Lawson Products, Inc.	8/30/2012		\$296.39
70210	Long Beach Merchants	8/30/2012		\$5,000.00
70211	Mettler-Toledo, Inc.	8/30/2012		\$261.00
70212	Midway Printery	8/30/2012		\$418.26
70213	Pacific County Health	8/30/2012		\$33.67
70214	Pacific County Sheriff's	8/30/2012		\$482.50
70215	Pacific Office Automation	8/30/2012		\$1,302.01
70216	Peninsula Pharmacies	8/30/2012		\$4.10
70217	Peninsula Visitors Bureau	8/30/2012		\$8,125.00
70218	Pollardwater.com	8/30/2012		\$623.93
70219	Powell, Seiler & Co., P.S	8/30/2012		\$1,050.00
70220	Public Utility District 2	8/30/2012		\$9,363.71
70221	Quill Corporation	8/30/2012		\$209.59
70222	SOUTH PACIFIC COUNTY EMS	8/30/2012		\$1,415.30
70223	TAURUS POWER & CONTROLS	8/30/2012		\$3,699.09
70224	Wadsworth Electric	8/30/2012		\$462.16
70225	Wilcox & Flegel Oil Co.	8/30/2012		\$2,303.07
70226	Zero Waste Usa,Inc	8/30/2012		\$336.00

Number	Name	Print Date	Clearing Date	Amount
		Total	Check	\$158,316.62
		Grand Total		\$158,316.62

TAB

B

TAB

B



**CITY COUNCIL
AGENDA BILL
AB 12-47**

Meeting Date: September 4, 2012

AGENDA ITEM INFORMATION

***SUBJECT: Lodging tax
money for Kite Museum
ED hiring.***

Originator:

Mayor

City Council-Steven Linhart

SL

City Administrator

GM

City Attorney

City Clerk

City Engineer

Community Development Director

Finance Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

COST: \$2,500.00

Water/Wastewater Supervisor

Other:

SUMMARY STATEMENT: The Council approved the expenditure of \$14,000 a year for 3 years for the Kite Museum to hire an executive director. The position is being filled but the Museum Board is requesting \$25,000 to help pay for part of the new director's moving expenses. Since the position is being filled in October of 2012, the 2012 budgeted amount has not used \$10,500 of the \$14,000 in the budget. The Museum Board would like to use \$2,500 of this amount to help pay moving expenses for the person they have offered the job.

RECOMMENDED ACTION: Approval

TAB

C

TAB

C



**CITY COUNCIL
AGENDA BILL
AB 12-48**

Meeting Date: September 4, 2012

AGENDA ITEM INFORMATION

SUBJECT: Agreement with HLB Otak for Surveying related to North Washington Drainage system.	Originator:	
	Mayor	
	City Council-Steven Linhart	
	City Administrator	GM
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	DG
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	MK
COST: \$14,000 estimated	Water/Wastewater Supervisor	
	Other:	
SUMMARY STATEMENT: Part of the drainage project for North Washington and Oregon streets, from Pioneer Road to 12 th North. HLB Otak has been in contact with our engineer as far as what data is needed.		
RECOMMENDED ACTION: Approve the agreement.		



Professional Services Agreement

17355 SW Boones Ferry Rd.
Lake Oswego, OR 97035
Phone (503) 635-3618
Fax (503) 635-5395

Project	Pre-design topography survey for North Side Storm Water	Project #	67277
Client	Attn: David Glasson, Finance Director, City of Long Beach		
	PO Box 310, Long Beach, WA 98631		
Location and			
Description	professional services		

Terms and Conditions

- This Professional Services Agreement ("Agreement") is entered into between Client and the Otak entity specified on the signature line below ("Otak"). Otak agrees to furnish and perform those professional services specified in the attached proposal letter dated August 28, 2012.

The bill rates established in estimating the fee for the scope of services are based on the current fiscal year. Due to annual increases and promotions, Otak will adjust the bill rates yearly beginning on October 1 of each calendar year at approximately 5%. If the overall rate adjustment is in excess of 5%, written notification of the bill rate schedule will be provided before billing.
- Client agrees to compensate Otak for the professional services provided on a monthly basis based on time and materials not-to-exceed \$14,000. The estimated fee will not be exceeded without prior written authorization.
- Upon execution of this Agreement, Client shall pay Otak \$0.00, to be applied against the last invoice(s).
- Copies of direct expense vouchers are not provided with the invoices. In-house direct expenses will be invoiced on a included in the contract amount at cost plus 10% basis and out sourced expenses will be invoiced on a cost plus 10% basis.
- Only those items specifically identified in the attached scope of work are included in the estimated fees. If the project is materially changed, or if Client desires other professional services not already included in this Agreement, then additional compensation shall be paid to Otak, which shall be subject to negotiation by both parties. The terms of the Agreement shall apply to such additional services.
- If Client requires an invoice format different than the one submitted for payment, then Client shall be assessed a special handling fee of \$150.00, which will be added to each invoice processed.
- All invoices are payable within 30 days of receipt of such invoices. Failure to pay an invoice when due shall constitute default, and interest at 18% per annum shall be payable on all such invoices from the date such invoices become due. In the event of a default, Otak may elect to suspend all professional services under this Agreement until such invoice is paid in full, and may elect to terminate this Agreement as of the 30th day of default. Otak shall not be liable for any damages or costs, including, but not limited to, direct, indirect, incidental, consequential or exemplary damages, suffered by Client, his subcontractors, agents, employees and assigns as a result of any suspension or termination. In the event of a suspension, Otak may, in its discretion, require an additional deposit in an amount equal to any amount Client has failed to pay as a condition to resuming performance. Any such deposit will be applied as set forth in Paragraph 3 of this Agreement.
- Either party shall have the right to terminate this Agreement at any time giving 10 calendar days written notice. In the event this Agreement is terminated by the Client, payment to Otak will be made based on work performed in accordance with the scope of services up to the date of termination plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs and related closeout costs. In the event this Agreement is terminated by Otak, payment to Otak will become due upon delivery of all products completed in whole or in part for services performed, through the date of termination.
- To the fullest extent permitted by law, this Agreement shall be construed according to the laws of the State of Oregon. Any litigation between Otak and Client arising under this Agreement or out of work performed under this Agreement shall occur, if in the state court, in Multnomah County, and if in the federal courts, in the United States District Court for the District of Oregon in Portland, Oregon. Client hereby irrevocably and unconditionally submits to the jurisdiction of the state and federal courts located in Portland, Oregon. Unless the Project is in the state of Oregon, the terms of this paragraph shall not apply to any lien foreclosure proceedings instituted by Otak in the appropriate court where the Project is located.

As a condition precedent to arbitration or litigation, any claim arising out of or related to this Agreement shall be subject to mediation before a single mediator as agreed by the parties, or in the absence of agreement, in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. The mediator's fee and filing fees shall be shared equally by the parties. The parties shall use their best efforts in good faith to resolve disputes in mediation.
- If the project is idle more than 60 days, the estimated fees and scope of work will be reassessed. A revised estimate of fees and scope of work will be submitted for approval if such need arises.
- All original documents prepared by Otak in performance of this Agreement, including, but not limited to, original maps, plans, drawings, electronic media and specifications, are the property of Otak, and Otak retains all applicable rights in such documents, including, but not limited to copyrights, unless otherwise agreed in writing. All original and quality reproducible record copies of such documents shall be provided to Client, at Client's expense, upon request. Any such documents and copies thereof are for use only in connection with this project, and Client shall not use those documents or copies for other projects or for future additions to this project, unless otherwise agreed in writing.
- Otak shall perform all of its professional services in a workmanlike and professional manner. However, nothing in this Agreement shall be construed as a guarantee by Otak of a perfect outcome, or as obliging Otak to use greater skill and judgment than that which could reasonably be expected from other

design professionals under like circumstances. Otak makes no other warranty, express or implied.

13. To the fullest extent permitted by law, the following shall apply to Otak and Client:

Client shall defend, indemnify and hold harmless Otak and its related companies, and their respective representatives, officers, directors, shareholders, principals, agents, employees and subcontractors from and against all claims including damages, losses, expenses and reasonable attorney fees and costs, arising out of or relating to the following: (a) development of this project where such claims, damages, losses, or expenses are based solely on the negligence or willful misconduct of Client and/or its principals, agents, employees, representatives and subcontractors; (b) Client's use of documents prepared by Otak for projects other than the project which is the subject of this Agreement, without Otak's involvement or written consent; (c) existence of hazardous substances at or adjacent to the project; and (d) any certificate in connection with the project executed by Otak at the request of a governmental entity, lender or other third party, except to the extent claims arising from such certificate are the result of the negligence or intentional misconduct of Otak.

Otak shall defend, indemnify and hold harmless Client and its respective representatives, officers, directors, shareholders, principals, agents and employees from and against all claims made by third parties including damages, losses, expenses, and reasonable attorney fees and costs arising out of or relating to the development of this project where such claims, damages, losses, or expenses are based solely on the negligence or willful misconduct of Otak, and/or its principals, agents, employees, representatives, or subcontractors in performing its and/or their services as provided in the scope of services per paragraph 1.

In no event shall Otak be liable for special, indirect or consequential damages, including, but not limited to, loss of use of equipment or facility, lost profits, etc. The limits of liability throughout this Agreement will apply whether the liability of Otak arises under breach of contract or warranty; tort, including negligence; professional negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence and shall apply to Otak's related companies and its and their officers, directors, shareholders, employees and subcontractors.

Notwithstanding anything to the contrary herein, no shareholder, principal, member, officer, director, partner, employee or other representative of Otak shall have any personal liability to Client, or any other party arising out of or relating to this Agreement.

14. Client agrees to pay the costs and reasonable attorney's fees and disbursements incurred by Otak in connection with the failure by Client to make any payment in accordance with the provisions of this Agreement, whether or not a legal action is commenced by Otak. The parties agree that in the event action or suit is commenced related to the subject matter of this Agreement, or in the event of any breach of this Agreement, the prevailing party shall have and recover reasonable attorney fees, both at trial and on appeal, together with all other costs and disbursement allowed by law.
15. Otak shall be free from any liability for delay or failure of providing the services contemplated by this Agreement which arise from any acts of God or any actions outside of Otak's control and without its fault or negligence. Such causes include without limitation: strikes, lockouts, or labor troubles of any kind, accidents, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers, suspension of shipping facilities, any act or default of a carrier. In such a situation, if the services contemplated by this Agreement are not provided during the period contracted for, Client shall accept the services and pay for the same when provided so long as a mutually acceptable revision is made to the scope of services and compensation.

16. Due to the potential for modification of information set forth in electronic data transfer, Otak has retained copies of the transmitted data with file name, size, date and time. If the received data is modified, Otak requires the Client and/or Client's authorized recipient to remove all indication of Otak's ownership and/or involvement from such modified data.

Unless otherwise agreed to in writing, Client and/or Client's authorized recipient shall be responsible for determining the compatibility of Otak's data with Client and/or Client's authorized recipient's software and for the interception and elimination of any computer virus. Otak makes no warranty of data compatibility with Client and/or Client's authorized recipient's software.

Distribution of the electronic data to others by Client and/or Client's authorized recipient, whether or not electronic data is modified, is prohibited without the express written consent of Otak.

To the fullest extent permitted by law, Otak shall not be liable for any damages, including without limitation, direct, indirect, incidental, or consequential damages to any party resulting from the following: (a) the use of electronic data which is modified by any party other than Otak; (b) either the incompatibility of Client and/or Client's authorized recipient's software with Otak data or the existence of any computer virus which is transmitted with Otak's data; or (c) the unauthorized use of Otak's electronic data.

To the fullest extent permitted by law, Client and Client's authorized recipient agree to defend, indemnify and hold harmless Otak, its related companies and its and their principals, officers, directors, shareholders, agents, employees and subcontractors from and against any claims arising out of the unauthorized use or modification of Otak's electronic data.

All electronically transferred data from Otak will contain Paragraph 16. It is expressly understood and agreed that any use of the electronic data is conditioned upon the acceptance of the terms stated in Paragraph 16. Client and/or Client's authorized recipient agrees to be bound by these terms.

17. Otak shall have no responsibility for, or control over, the safety precautions employed by others in the development or construction of this project, nor shall Otak have responsibility for, or control over, the manner, methods and techniques employed by others in any development or construction relating to this project unless otherwise agreed in writing.
18. To the extent Otak's duties under this Agreement include project site observation and/or visitation, Otak shall visit the site at intervals appropriate to become generally familiar with the quality and progress of the project. Otak shall not be required to make continuous or exhaustive inspections to check the quality or quantity of the work being done on the project, unless otherwise agreed in writing.
19. Any causes of action between the parties to this Agreement arising out of any damages or losses caused by the negligent performance of, or failure to perform under, this Agreement, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of substantial completion of the project.
20. Otak shall have no fiduciary responsibility to Client. Nothing in this Agreement shall be construed as creating contractual obligations between Otak and any third parties, including, but not limited to, Client's consultants, contractors and clients.
21. The parties hereto each bind themselves, their partners, successors, assigns and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the contract as a whole without written consent of the other.
22. This Agreement constitutes the entire agreement between the parties and

supersedes all prior agreements, written and oral, courses of dealing, or other understandings between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties. The term "Agreement" as used herein includes this document (entitled "Professional Services Agreement"), and proposal letter dated August 28, 2012 attached hereto.

23. Except to the extent of its gross negligence or willful misconduct, Otak has no liability or responsibility for any hazardous material handling, dispensation, mitigation or otherwise.

This Agreement entered into this 29 day of AUGUST, 2012

Otak, Inc. (An Oregon corporation)

By: [Signature]

Name: RICK PUTNAM

Title: SR. SURVEY TECH.

City of Long Beach

By: [Signature]

Name: David Glasson

Title: Finance Director

Federal Tax ID No., or SS #: 91-6001455

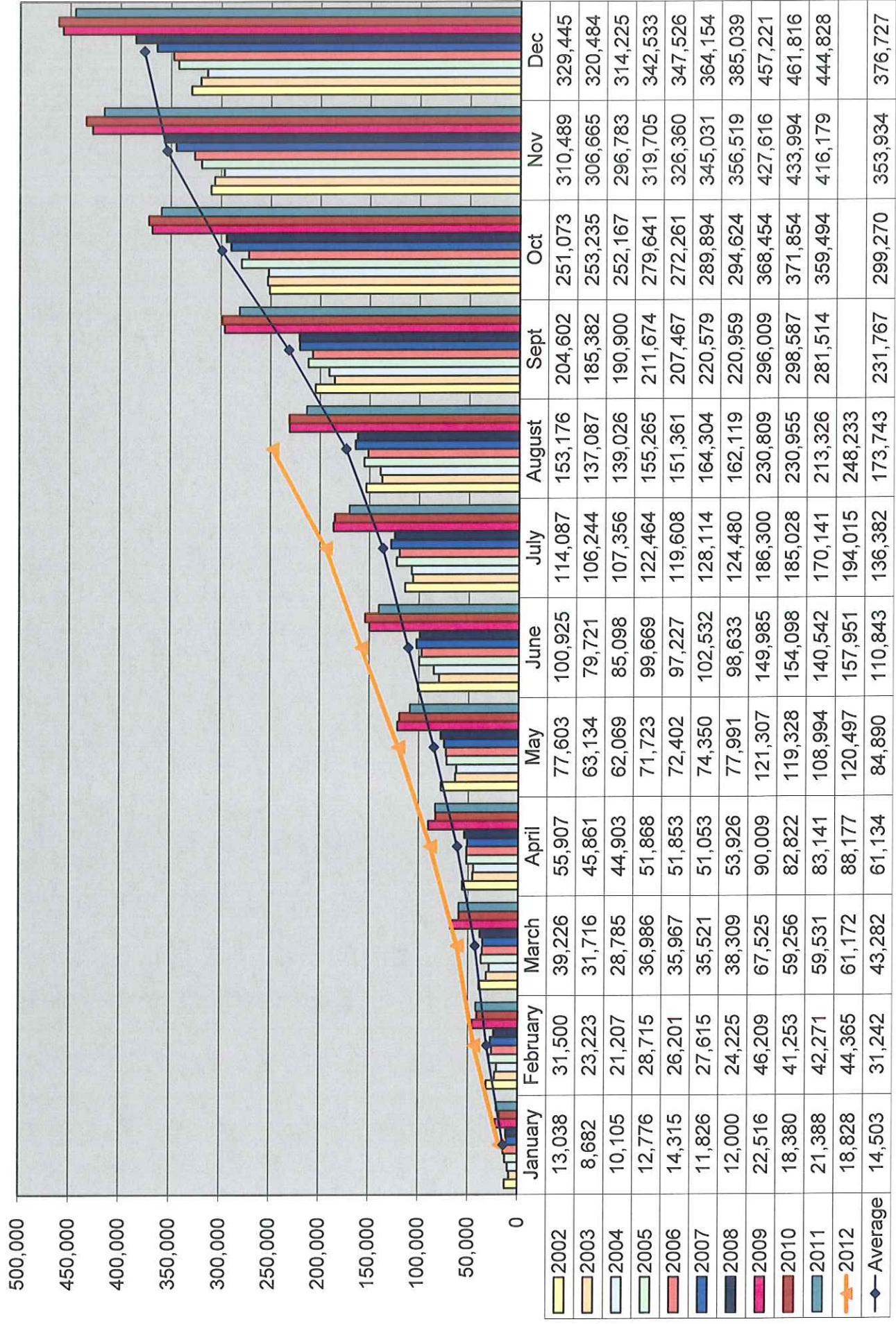
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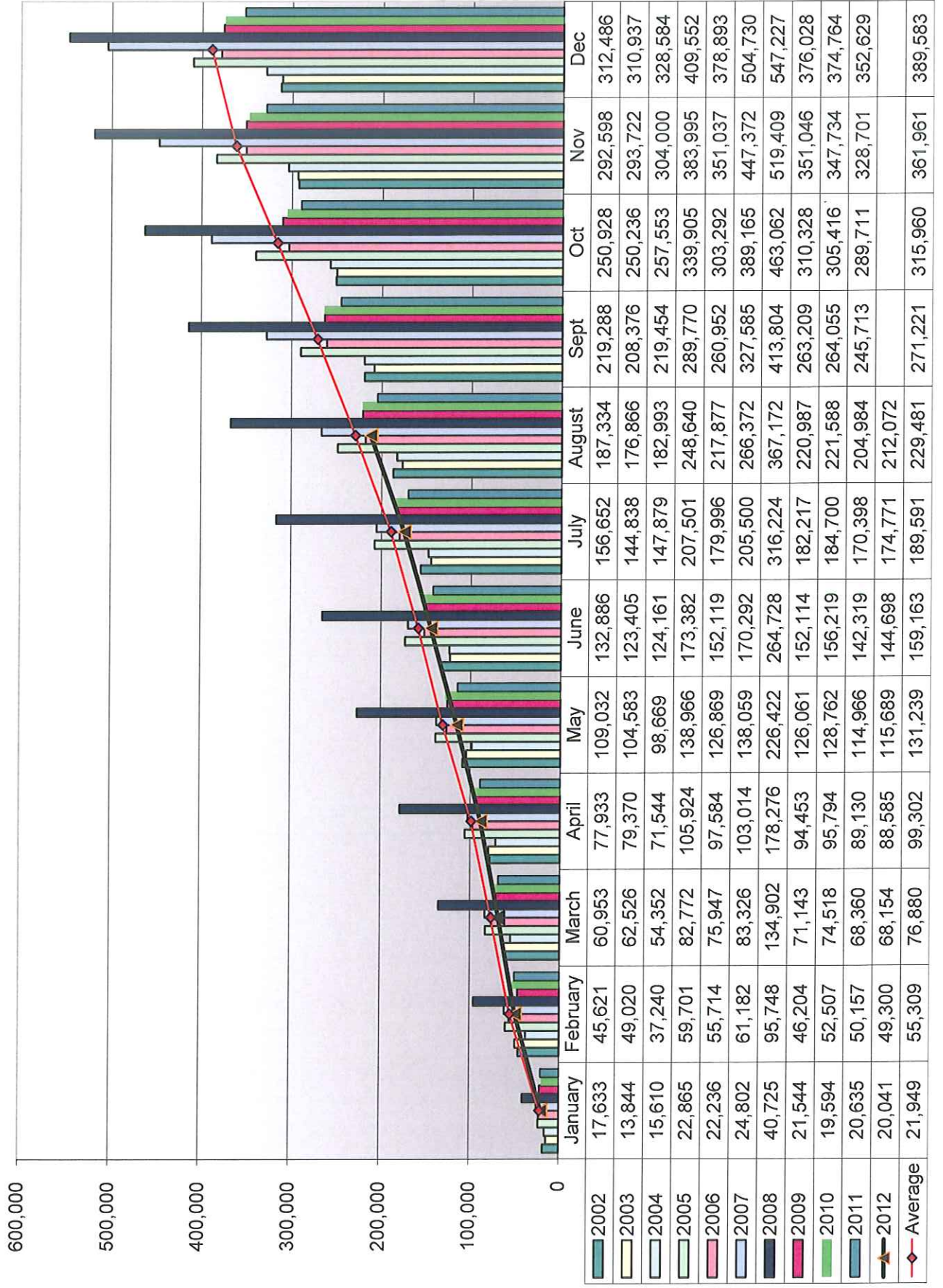
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Lodging Tax Collections



Sales Tax Collections



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Business Licensing Service
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LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: Sole Proprietor

UBI Number : 602 147 095 001 0001
Application ID : 2012 223 4389
Application Received Date: 08 10 2012

Legal Entity Name : COREY G OLSON

Firm Name : COREY OLSON CONSTRUCTION
Fees : \$125.00
Expiration Date: 08 31 2013

Location Phone/FAX: (503) 738-2644 (000) 000-0000

First Date of Business: 08 01 2012

Location Address : 1950 COOPER DR
SEASIDE OR 97138 6543

Mail Addr: PO BOX 2027
GEARHART OR 97138 2027

In City Limits:

Product/Serv Desc: SVC
SVC PAVEMENT SEALCOATING AND STRIPING FOR PARKING LOTS

Operator Comments:

Previous Business License: N

Square Footage: 0 Applying as Non Profit Business: N
501(C) Received: -

Email Address: bassettmelanie@hotmail.com

Additional Business Activities:

General/Specialty Contractor # COREYOC9940J Unable to verify Contractor license number in the Contractor database.

Account Status: Pending Approval

Zoning	Fire	Date
Building	Police	Date
Finance	Planning	Date
Comments:		

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LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: LLC

UBI Number : 603 006 552 001 0002
Application ID : 2012 219 4433
Application Received Date: 08 06 2012

Legal Entity Name : ENCORE OILS, LLC

Firm Name : ENCORE OILS, LLC
Fees : \$125.00
Expiration Date: 08 31 2013

Location Phone/FAX: (503) 585-2673 (503) 585-5243

Location Address : 4034 W MARGINAL WAY SW
SEATTLE WA 98106

In City Limits: Y

First Date of Business: 01 01 2012

Mail Addr: 4735 TURNER RD SE
SALEM OR 97317 9307

Product/Serv Desc: Services

COLLECTION OF USED COOKING OIL FROM GREASE TRAPS AND BINS AT RESTAURANTS AND OTHER ESTABLISHMENTS.

Operator Comments: Change of Physical Address

Previous Business License: N

Square Footage: 0

Applying as Non Profit Business: N
501(C) Received: -

Email Address: aimeew@qbiodiesel.com

Additional Business Activities:

Account Status: Pending Approval

-	Zoning	NA	8/10/12	Fire	
-	Building			Police	
-	Finance			Planning	
-	Comments:				

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LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: Sole Proprietor

UBI Number : 602 393 112 001 0002
Application ID : 2012 226 4612
Application Received Date: 08 13 2012

Legal Entity Name : JEFFREY WAYNE WRIGHT

Firm Name : CAPTN BEANS EXPRESSO

Fees : \$125.00
Expiration Date: 08 31 2013

Location Phone/FAX: (360) 642-2326

Business Open Date: 08 13 2012

Location Address : 1308 PACIFIC HWY S
LONG BEACH WA 98631 3868

Mail Addr: PO BOX 991
LONG BEACH WA 98631 0991

In City Limits: Y

Product/Serv Desc: Services
Services SELLING EXPRESSO

Operator Comments:

Previous Business License: Y 603-157-842

Square Footage: 180

Applying as Non Profit Business: N
501(C) Received: -

Conducting Business From Residence: N

Hazardous/Flammable Materials : N

Emergency Contact 1: JEFFERY W WRIGHT

(360) 642-2843
(360) 642-5516

Emergency Contact 2: BRENDA BART

Additional Business Activities:

Account Status: Pending Approval

Zoning	CL GP	08/20/12	Fire	
Building			Police	
Finance			Planning	
Comments:				

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LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: Profit Corporation

UBI Number : 602 245 391 001 0001
Application ID : 2012 229 4782
Application Received Date: 08 16 2012

Legal Entity Name : PLUGS & SWITCHES, INC.

Firm Name : PLUGS AND SWITCHES, INC.

Fees : \$125.00
Expiration Date: 08 31 2013

Location Phone/FAX: (503) 969-4613

(503) 925-0489

First Date of Business: 08 15 2012

Location Address : 21107 SW TERRACE
SHERWOOD OR 97140

Mail Addr: PO BOX 111
SHERWOOD OR 97140 0111

In City Limits:

Product/Serv Desc: Services

Services ELECTRICAL AND SOLAR/WIND DESIGN AND INSTALLATION

Operator Comments:

Previous Business License: N

Square Footage: 0

Applying as Non Profit Business: N
501(C) Received: -

Email Address: plugsandswitches@yahoo.com

Additional Business Activities:

General/Specialty Contractor # PLUGSSI986PD

Contractor license number verified in the Contractor database. Expires: 10 05 2012

Account Status: Pending Approval

Zoning	<u>W/A</u>	<u>08/20/12</u>	Fire	<u> </u>	Date
Building	<u> </u>	<u> </u>	Police	<u> </u>	Date
Finance	<u> </u>	<u> </u>	Planning	<u> </u>	Date
Comments:	<u> </u>	<u> </u>		<u> </u>	Date
<u>added</u>					

Report: AGY064P2
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LONG BEACH GENERAL BUSINESS

New Application / Final * Prior RFI/RFI *

Business Structure: LLC

UBI Number : 603 219 979 001 0001
Application ID : 2012 212 0512

Legal Entity Name : ROYAL CAB LLC

Application Received Date: 07 27 2012

Firm Name : ROYAL CAB

Fees : \$125.00
Expiration Date: 07 31 2013

Location Phone/FAX: (503) 335-3500

(503) 325-4351

Location Address : 92321 RIEKKOLA RD
ASTORIA OR 97103 6656

First Date of Business: 10 01 2010

In City Limits:

Mail Addr: PO BOX 101
ASTORIA OR 97103 0101

Product/Serv Desc: Services
Services TAXI SERVICE

Operator Comments:

Previous Business License: 603036704 1.1

Square Footage: 0

Applying as Non Profit Business: N
501(C) Received: N

Email Address: ROYALCABOFASTORIA@HOTMAIL.COM

Additional Business Activities:

Account Status: Pending Approval

Zoning	N/A	8/20/12	Fire	
Building			Police	
Finance			Planning	
Comments:				

added